

Amendment 158

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 158 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 12th day of DECEMBER, 2011, by and between Vix Technology (USA) Inc, a California corporation (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

A. Effective April 29, 2003, each of the Agencies and ERG Transit Systems (USA) Inc. entered into Contract #229944 (the "Contract") to implement a Regional Fare Coordination System (the "RFC System") to establish a common fare system utilizing smart card technology. Capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Contract.

B. ERG Transit Systems (USA) Inc. has changed its name to Vix Technology (USA) Inc.

C. Vix ERG Pty Ltd, the parent guarantor since execution of Contract Amendment 39, has changed its name to Vix Mobility Pty Ltd.

D. The Contractor and the Agencies desire to amend the Contract to reflect these name changes and confirm said changes have no affect on the Contract and the ability of the Contractor and the parent Guarantor to fully perform all of the obligations of Contract #229944.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the above Recitals and the following terms.

Section 1.0 Section 2.I-1 of the Contract, entitled "Contractor," is hereby amended to read as follows:

2.I-1 Contractor

1.1 The Contractor, originally named "ERG Transit Systems (USA) Inc," changed its name to "Vix Technology (USA) Inc." Vix Technology (USA) Inc represents and agrees that, for all purposes related to the Contract, it is identical to ERG Transit Systems (USA) Inc and all references to "Contractor" or "ERG Transit Systems (USA) Inc" in the Contract Documents (as defined in Contract Section 3.I-2.2) shall mean "Vix Technology (USA) Inc" without amending each reference. Vix Technology (USA) Inc further hereby agrees as follows:

- a. Vix Technology (USA) Inc is bound by all obligations of the Contractor under the Contract Documents, including but not limited to all agreements, representations, warranties, and indemnifications, and hereby fully assumes responsibility for all the acts, omissions, obligations, representations, agreements, claims against and liabilities of ERG Transit Systems (USA) Inc. that have occurred, arisen or been incurred under the Contract, whether known or unknown, and whether prior to or after the change in name to Vix Technology (USA) Inc.
- b. Without limiting the foregoing, Vix Technology (USA) Inc hereby specifically reiterates the representations and warranties contained in Section 3.I-35, Intellectual Property, including but not limited to that it possesses the authority to grant to the Agencies all licenses in said section.
- c. Any payments previously paid by the Agencies to ERG Transit Systems (USA) Inc under the Contract Documents shall be deemed to have discharged those payment obligations of the Agencies under the Contract and shall have the same force and effect as if made to Vix Technology (USA) Inc.

1.2 The Contractor, Vix Technology (USA) Inc, is a California corporation that represents and warrants that it has secured, and will take all actions necessary to renew and retain in effect during the term of this Contract, the following:

- (a) a Certificate of Status as a Domestic Corporation issued by the Secretary of State of the State of California evidencing that the Contractor is an active, lawfully constituted corporation in good standing; and
- (b) a Certificate of Authority issued by the Secretary of State of the State of Washington evidencing that the Contractor is authorized to transact business in Washington under UBI Number 602-146-651; and
- (c) Federal Tax I.D. #77-0523753.

1.3 The Contractor is wholly owned and controlled by its parent corporation, Vix Mobility Pty Ltd, an Australian corporation. As a condition of this Contract, the Contractor delivered a Guaranty in the form attached as Exhibit 3 hereto and made a party hereof (the "Guaranty") executed by one or more duly authorized representatives of Vix Mobility Pty Ltd. Pursuant to the Guaranty and effective as of the date of the Contract, Vix Mobility Pty Ltd shall be fully liable for all obligations of the Contractor under this Contract and shall guaranty the performance of all Contractor obligations under this Contract. Not more frequently than once every 6 months, the Guarantor will supply to the Agencies an unaudited balance sheet and profit and loss statement, and annually an audited group consolidated account prepared in accordance with Australian accounting standards.

Section 2.0 The definition of "Contractor" in Exhibit 1, Definitions, is hereby amended to read as follows:

Contractor - Vix Technology (USA) Inc, a California corporation

Section 3.0 Exhibit 3 of the Contract, entitled "Guaranty," is hereby amended to add the "First Amendment to Guaranty" which is attached as Attachment A to this Amendment 158.

unaudited balance sheet and profit and loss statement, and annually an audited group consolidated account prepared in accordance with Australian accounting standards.

Section 2.0 The definition of "Contractor" in Exhibit 1, Definitions, is hereby amended to read as follows:

Contractor - Vix Technology (USA) Inc, a California corporation

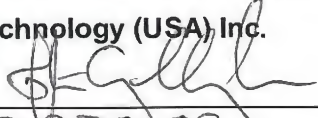
Section 3.0 Exhibit 3 of the Contract, entitled "Guaranty," is hereby amended to add the "First Amendment to Guaranty" which is attached as Attachment A hereto.

Section 4.0

All other provisions of the Contract not referenced in this Amendment 158 shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 158 to Contract #229944 as of the date set forth below its signature.

Vix Technology (USA) Inc.

By: 
Its: DIRECTOR

Date: 24 / 11 / 2011

Central Puget Sound Regional Transit Authority

By: _____
Its: _____
Date: _____

City of Everett

By: _____
Its: _____
Date: _____

King County

By: _____
Its: _____
Date: _____

Kitsap County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Pierce County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Snohomish County Public Transportation Benefit Area

By: _____
Its: _____
Date: _____

Section 4.0

All other provisions of the Contract not referenced in this Amendment 158 shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 158 to Contract #229944 as of the date set forth below its signature.

Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: John M Earl

Its: CEO

Date: 12-2-11

City of Everett

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Its: _____

Date: _____

King County

By: Michelle Simon

Its: SM

Date: 4/30/11

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: 

Its: 

Date:  12/6/11

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By:  _____

Its: Assistant Secretary for WSF _____

Date: 12-12-11 _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

City of Everett

By: *[Signature]*
Its: Transportation Services Director
Date: 12-6-11

King County

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____

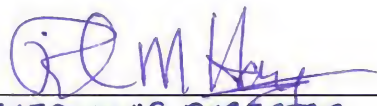
City of Everett

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: 

Its: EXECUTIVE DIRECTOR

Date: 12-9-11

Snohomish County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Section 4.0

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Vix Technology (USA) Inc.

By: _____

Its: _____

Date: _____

Central Puget Sound Regional Transit Authority

By: _____

Its: _____

Date: _____

City of Everett

By: _____

Its: _____

Date: _____

King County

By: _____

Its: _____

Date: _____

Kitsap County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Pierce County Public Transportation Benefit Area

By: _____

Its: _____

Date: _____

Snohomish County Public Transportation Benefit Area

By: Emmett Heath

Its: Emmett Heath, Director of Administration

Date: 12-9-2011

Washington State Ferries, acting through the Washington State Department of Transportation Ferries Division ("Washington State Ferries")

By: _____

Its: _____

Date: _____